

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

EXTENSIONS PLUS, INC., a  
California Corporation,

Plaintiff,

vs.

EXTENSIONS HAIR PLUS WIGS,  
LLC, a Minnesota Limited Liability  
Company, a/k/a Extensions Plus Hair &  
Wigs,

Defendant.

Case No. CV13-08013 SVW PJW

**PERMANENT INJUNCTION**

Trial Date: Vacated

*[Stipulated Permanent Injunction  
concurrently filed herewith]*

1        WHEREAS, plaintiff Extensions Plus, Inc. (“Plaintiff” or “Extensions Plus”)  
2 has filed its complaint in the above-entitled action (“Complaint”) against defendant  
3 Extensions Hair Plus Wigs LLC, also known as Extensions Plus Hair & Wigs and  
4 now known as Minneapolis Hair Extensions & Weaves, LLC (“Defendant”) for  
5 trademark infringement, unfair competition, false designation of origin, and  
6 cyberpiracy, among other related causes, concerning Plaintiff’s federally registered  
7 trademark EXTENSIONS PLUS and its swirl design;

8        WHEREAS, Plaintiff and Defendant have since entered into the concurrently  
9 filed Stipulated Permanent Injunction and into a Settlement Agreement to resolve  
10 the issues raised by Complaint;

11        WHEREAS, both the Stipulated Permanent Injunction and the Settlement  
12 Agreement contemplate entry of a Permanent Injunction by Court;

13        WHEREAS, as set forth in the Stipulated Permanent Injunction, Plaintiff is  
14 one of the leading suppliers of hair extensions and wig products in the United States;

15        WHEREAS, as set forth in the Stipulated Permanent Injunction, Plaintiff  
16 markets and sells various hair-related goods/services (*e.g.*, relating to hair  
17 extensions, hairpieces, and wigs) to cosmetologists and end users through  
18 Extensions Plus’ brick and mortar and online retail stores, over the phone, and  
19 through other customary trade channels;

20        WHEREAS, as set forth in the Stipulated Permanent Injunction, Defendant is  
21 in the business of providing hair extensions, hairpieces, wigs and related services, in  
22 the Minneapolis, Minnesota area;

23        WHEREAS, as set forth in the Stipulated Permanent Injunction, Defendant  
24 markets, advertises, and promotes its various hair-related products and services  
25 through its brick and mortar salon, over the Internet, through websites owned,  
26 operated, or hosted by Defendant, and through social media sites;

27        ///  
28        ///

1           THEREFORE, IT IS HEREBY ADJUDGED AND DECREED ORDERED,  
2 as follows:

3           1.       The Court has jurisdiction of the subject matter of this litigation and  
4 personal jurisdiction over Defendant.

5           2.       Plaintiff is a corporation organized under the laws of the State of  
6 California, having an address at 17738 Sherman Way, Reseda California 91335.

7           3.       Defendant is a limited liability company organized under the laws of  
8 the State of Minnesota, having a business address located at 1023 Washington Ave.,  
9 South Minneapolis, Minnesota 55415.

10          4.       Plaintiff is the sole and exclusive owner of United States Federal  
11 Trademark Registration No. 2,167,696 for the Service Mark EXTENSIONS PLUS  
12 for hair replacement styling, namely custom wefting, blending and coloring of hair  
13 extensions. Because of Extensions Plus's longstanding and continuous use of its  
14 mark, the EXTENSIONS PLUS Service Mark No. 2,167,696 is incontestable under  
15 Section 15 of the Lanham Act, 15 U.S.C. § 1065.

16          5.       Plaintiff is also the sole and exclusive owner of United States Federal  
17 Trademark Registration No. 4,364,950 for various goods and services, including,  
18 without limitation, hair extensions, wigs, hairpieces, micro-braids made of human  
19 and/or synthetic hair; hair care preparations; hair sprays, hair styling preparations;  
20 bonding glue and adhesives used to apply hair extensions; tools used in hair  
21 extensions application; tools used to apply hair extensions to wearers; finished caps  
22 that serve as the base for wigs and hairpieces; and wholesale, retail and store  
23 services.

24          6.       Plaintiff is also the owner of the orange and yellow swirl design mark  
25 depicted in **Exhibit 1** hereto ("Plaintiff's Swirl Design").

26          7.       Plaintiff's Swirl Design, the EXTENSIONS PLUS Service Mark No.  
27 2,167,696, and the EXTENSIONS PLUS Trademark No. 4,364,950, together with  
28

1 the common law rights that Plaintiff garnered in said marks, are collectively referred  
2 to as "Plaintiff's Trademarks."

3 8. Plaintiff's Trademarks are valid, enforceable, and subsisting.

4 9. As a result of Plaintiff's extensive use and advertising of the Plaintiff's  
5 Trademarks, the Plaintiff's Trademarks have become well known to the hair  
6 extension, wig, and hairpiece industry and to the purchasing public to be associated  
7 with Plaintiff.

8 10. Plaintiff has superior rights to exclusive use of the Plaintiff's  
9 Trademarks vis-à-vis Defendant throughout the United States.

10 11. Defendant has used and uses marks/designations that include both the  
11 words "extensions" and "plus" (e.g., Extensions Plus, Extensions Plus Hair and  
12 Wigs, and Extensions Hair Plus Wigs) and an orange and yellow swirl design  
13 depicted in **Exhibit 2** hereto (collectively "the Allegedly Infringing Marks"), as  
14 alleged in the Complaint in this Action.

15 12. Except as provided otherwise in paragraphs 13, 14, and 15 specifying  
16 the timelines by which certain actions by Defendant must take place, Defendant and  
17 each of its agents, principals, officers, directors, servants, employees, successors,  
18 assigns, attorneys, and all those persons in active concert, or participation, or  
19 affiliated with one or more of the afore-described persons or under authority of  
20 Defendant who receive actual notice of this Order, shall immediately cease and not  
21 resume at any time thereafter:

22 a) Making, contributing to the making, or inducing others to  
23 make any use of a trade name, trademark, service mark, URL, link,  
24 marketing material, banner ad, adword, domain name, slogan, motto, e-  
25 mail address, computer code, or social media account/identity  
26 (including, without limitation, Twitter handle, Facebook identity,  
27 Instagram identity) that comprises or includes one or more of the  
28 Plaintiff's Trademarks – or any of Plaintiff's other trademarks – or any

1 reproduction, copy, counterfeit or colorable imitation thereof or any  
2 term(s) confusingly similar thereto, including, without limitation, one  
3 or more of the Allegedly Infringing Marks or any other designation  
4 containing both of the words “extensions” and “plus” (whether the  
5 words “extensions” or “plus” are spelled out, misspelled, assigned  
6 alternate spellings or whether the word “plus” is designated by the  
7 symbol “+”);

8 b) Offering for sale, selling, distributing, marketing,  
9 importing, advertising, promoting or giving away, or causing to be  
10 offered for sale, sold, distributed, marketed, imported, or given away  
11 any goods or services (including, without limitation, informational  
12 services) in connection with one or more of the Plaintiff’s Trademarks  
13 – or any of Plaintiff’s other trademarks – or any reproduction, copy,  
14 counterfeit or colorable imitation thereof or any term(s) confusingly  
15 similar thereto, including without limitation the Allegedly Infringing  
16 Marks or any other designation containing both of the words  
17 “extensions” and “plus” (whether the words “extensions” or “plus” are  
18 spelled out, misspelled, assigned alternate spellings or whether the  
19 word “plus” is designated by the symbol “+”);

20 c) Shipping, delivering, distributing, returning, or otherwise  
21 disposing of in any manner other than destruction of packaging, or  
22 from causing to be shipped, delivered, distributed, returned, or disposed  
23 of (other than destroying packaging), products or promotional materials  
24 bearing one or more of the Plaintiff’s Trademarks – or any of Plaintiff’s  
25 other trademarks – or any reproduction, copy, counterfeit or colorable  
26 imitation thereof or any term(s) confusingly similar thereto, including  
27 without limitation the Allegedly Infringing Marks or any other  
28 designation containing both of the words “extensions” and “plus”

1 (whether the words “extensions” or “plus” are spelled out, misspelled,  
2 assigned alternate spellings or whether the word “plus” is designated by  
3 the symbol “+”);

4 d) Displaying, advertising, or soliciting purchases, or causing  
5 to be displayed, advertised, or solicited, any product or service under  
6 one or more of the Plaintiff’s Trademarks – or any of Plaintiff’s other  
7 trademarks – or any reproduction, copy, counterfeit or colorable  
8 imitation thereof or any term(s) confusingly similar thereto, including  
9 without limitation the Allegedly Infringing Marks or any other  
10 designation containing both of the words “extensions” and “plus”  
11 (whether the words “extensions” or “plus” are spelled out, misspelled,  
12 assigned alternate spellings or whether the word “plus” is designated by  
13 the symbol “+”), over the Internet or otherwise;

14 e) Registering, maintaining, promoting, using, trafficking in,  
15 obtaining, transferring, assigning, licensing, authorizing use of,  
16 otherwise displaying, or engaging in any activities (directly or  
17 indirectly) with any trade name, trademark, service mark, company  
18 name, domain name, web page name, URL, social media  
19 account/identity (including, without limitation, Twitter handle,  
20 Facebook identity, Instagram identity) that includes one or more of the  
21 Plaintiff’s Trademarks – or any of Plaintiff’s other trademarks – or any  
22 reproductions, counterfeits, copies or colorable imitations thereof or  
23 any terms confusingly similar thereto, including without limitation the  
24 Allegedly Infringing Marks or any other designation containing both of  
25 the words “extensions” and “plus” (whether the words “extensions” or  
26 “plus” are spelled out, misspelled, assigned alternate spellings or  
27 whether the word “plus” is designated by the symbol “+”), including  
28 without limitation the <extensionsplushairandwigs.com> domain name;

1 f) Maintaining, operating, or using (whether directly or  
2 indirectly) or inducing others (including, without limitation Affiliates)  
3 to maintain, operate, or use any web-page, video (including YouTube  
4 video), social media content, home page, web site, website content  
5 (including, without limitation, that which appears on "hidden pages"),  
6 any code whatsoever (including but not limited to metatags, HTML,  
7 XTMIL, any computer code, domain names, URLs, sub pages,  
8 extensions, links, or any division or portion thereof, signs, banner ads,  
9 or any other visual media used in connection with any  
10 goods/services/business) that contains one or more of the Plaintiff's  
11 Trademarks – or any of Plaintiff's other trademarks – or any  
12 reproduction, copy, counterfeit or colorable imitation thereof or any  
13 term(s) confusingly similar thereto, including without limitation the  
14 Allegedly Infringing Marks or any other designation containing both of  
15 the words "extensions" and "plus" (whether the words "extensions" or  
16 "plus" are spelled out, misspelled, assigned alternate spellings or  
17 whether the word "plus" is designated by the symbol "+") (As used in  
18 this Order, the capitalized term "Affiliates" means third-party owned  
19 websites/domain names that link to one or more websites owned,  
20 hosted, and/or operated by Defendant);

21 g) Identifying itself (directly or through its Affiliates) or any  
22 of its products/services over the telephone or by any other media  
23 (including, without limitation, the Internet) or printed matter (including,  
24 without limitation, forms, mailing labels, invoices, sales aids,  
25 advertisements, and all other advertising, sales and promotional  
26 materials) or signage as "Extensions Plus" or any confusingly similar  
27 term, or any reproduction, counterfeit, copy or colorable imitation  
28 thereof of, or any term(s) confusingly similar thereto, including without

1 limitation the Allegedly Infringing Marks or any other designation  
2 containing both of the words “extensions” and “plus” (whether the  
3 words “extensions” or “plus” are spelled out, misspelled, assigned  
4 alternate spellings or whether the word “plus” is designated by the  
5 symbol “+”);

6 h) Infringing, inducing others to infringe, or contributing to  
7 the infringement of any of Plaintiff's Trademarks or any other of  
8 Plaintiff's trademarks, registered or otherwise, or otherwise engaging in  
9 unfair competition with Plaintiff in any manner or engaging in any  
10 conduct tending to falsely represent or likely to confuse, mislead or  
11 deceive suppliers, purchasers, or any member of the public into  
12 thinking that Defendant or its Affiliates or their products/services  
13 originate from or are affiliated with Plaintiff or that Plaintiff has  
14 otherwise sponsored, approved, or licensed any products or services of  
15 the Defendant or its Affiliates;

16 i) Challenging, contesting, impairing, opposing, protesting,  
17 or proceeding under any actions to cancel or terminate, in any way, the  
18 use, validity, registration, application, title or ownership of Plaintiff's  
19 Trademarks or any other mark/name that Plaintiff may use or apply for  
20 in the future that contains both of the words “extensions” and “plus,”  
21 including any rights thereunder by Plaintiff, and from, directly or  
22 indirectly, aiding or assisting any other persons or entities in  
23 challenging, contesting, opposing, protesting or otherwise challenging  
24 the use, validity, registration, application, title or ownership of any such  
25 marks or names;

26 j) Passing off, inducing or enabling others (including,  
27 without limitation, any of the Defendant's Affiliates) to sell or pass off  
28 any product not Plaintiff's or not produced under the control and

1 supervision of Plaintiff as approved by Plaintiff for sale under one or  
2 more of Plaintiff's Trademarks or any other of Plaintiff's trademarks;  
3 and

4 k) Committing or contributing to any acts calculated to cause  
5 purchasers to believe that any products or services not originating from  
6 Plaintiff are those sold under the control and supervision of Plaintiff, or  
7 are sponsored or approved or connected with, guaranteed or produced  
8 under the control and supervision of Plaintiff, or otherwise infringing,  
9 inducing others to infringe, or contributing to the infringement of any  
10 of Plaintiff's trade names, Plaintiff's Trademarks, or any of Plaintiff's  
11 other trademarks.

12 13. To the extent Defendant has not already done so in connection with the  
13 terms of the Stipulated Permanent Injunction and/or the Settlement Agreement,  
14 within two (2) business days after the execution of this Order, Defendant shall:

15 a) Deliver to Plaintiff through Plaintiff's counsel an affidavit in which  
16 it shall identify by name, address, and telephone number all third  
17 party advertising media in which Defendant has placed any  
18 advertisement, over the last 12 months, bearing any of Plaintiff's  
19 Trademarks or any reproduction, counterfeit, copy or colorable  
20 imitation thereof, including, without limitation, the Alleged  
21 Infringing Marks; and

22 b) Request and authorize the transfer of ownership of Defendant's  
23 registration of the <extensionsplushairandwigs.com> domain name  
24 to Plaintiff through the appropriate domain name authority and  
25 immediately provide Plaintiff with copies of all communications  
26 concerning Defendant's request for transfer. Thereafter, Defendant  
27 shall take whatever follow-up actions are reasonably necessary to  
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effectuate the transfer. For a period of three and a half (3½) years from July 31, 2014, Carrie Ryan Gallia of the law firm of Lindquist and Vennum LLP in Minneapolis, Minnesota shall be designated as the administrator for the domain name and shall pay any registrar or other maintenance fees (which shall be reimbursed to Ms. Gallia by Plaintiff) for maintaining the domain name for a period of five (5) years from July 31, 2014.

9       14. To the extent Defendant has not already done so in connection with the  
10 terms of the Stipulated Permanent Injunction and/or the Settlement Agreement,  
11 within two (2) business days after the execution of this Order, Defendant shall  
12 remove all references to the Plaintiff's Trademarks Marks, and any reproductions,  
13 copies, counterfeits or colorable imitations thereof, and any term(s) confusingly  
14 similar thereto, including, without limitation, one or more of the Allegedly  
15 Infringing Marks and any other designation containing both of the words  
16 "extensions" and "plus" (whether the words "extensions" or "plus" are spelled out,  
17 misspelled, assigned alternate spellings or whether the word "plus" is designated by  
18 the symbol "+") from Defendant's website now located at  
19 <extensionshairandwigs.com>.

20        15. To the extent Defendant has not already done so in connection with the  
21 terms of the Stipulated Permanent Injunction and/or the Settlement Agreement,  
22 within two (2) business days after the execution of this Order, Defendant and each  
23 of its agents, principals, officers, directors, servants, employees, successors, assigns,  
24 attorneys, and all those persons in active concert, or participation, or affiliated with  
25 one or more of the afore-described persons or under authority of Defendant who  
26 receive actual notice of this Order shall:

a) Cease all use of the following social media accounts/identities:  
Facebook (“Extensions Plus Hair and Wigs” and

1       “Extensions Hair and Wigs Plus”), YouTube (“Extensions Plus Hair  
2 and Wigs” and “Extensions Plus Minneapolis”), and Twitter  
3 (“Extensions Plus”). In the alternative, if permitted by the social  
4 media provider, Defendant may elect to maintain one or more of the  
5 aforementioned social media accounts, provided that the  
6 name/identity of the account – as it appears to users on the social  
7 media platform – is changed so as not to be comprised of or include  
8 any of the Plaintiff’s Trademarks Marks, or any reproductions,  
9 copies, counterfeits or colorable imitations thereof, or any term(s)  
10 confusingly similar thereto, including, without limitation, one or  
11 more of the Allegedly Infringing Marks or any other designation  
12 containing both of the words “extensions” and “plus” (whether the  
13 words “extensions” or “plus” are spelled out, misspelled, assigned  
14 alternate spellings or whether the word “plus” is designated by the  
15 symbol “+”); and

- 16       b) Remove all videos posted by or on behalf of Defendant on YouTube  
17 which contain one or more of the Plaintiff’s Trademarks – or any of  
18 Plaintiff’s other trademarks – or any reproduction, copy, counterfeit  
19 or colorable imitation thereof, or any term(s) confusingly similar  
20 thereto, including, without limitation, one or more of the Allegedly  
21 Infringing Marks or any other designation containing both of the  
22 words “extensions” and “plus” (whether the words “extensions” or  
23 “plus” are spelled out, misspelled, assigned alternate spellings or  
24 whether the word “plus” is designated by the symbol “+”); and
- 25       c) Cease all use of the words “extensions” and “plus” (whether the  
26 words “extensions” or “plus” are spelled out, misspelled, assigned  
27 alternate spellings or whether the word “plus” is designated by the  
28 symbol “+”) from all store signage.

1       16. Nothing in paragraph 15, however, shall require Defendant (or prohibit  
2 Plaintiff from taking any action) to remove, change, edit, modify or transfer the  
3 ownership of any postings, listings and/or content appearing on business directories,  
4 customer review sites, on-line maps, on-line yellowpages, video sharing sites, search  
5 engines, social media sites or other third party web sites that Defendant did not post  
6 or cause to be posted and for which Defendant does not have the requisite  
7 permissions to remove, change, edit, modify or transfer.

8       17. Nothing stated herein shall prohibit Defendant from using the  
9 designation "MPLS" as an abbreviation for the geographic location "Minneapolis,"  
10 provided that all of the letters in the designation "MPLS" are of equal size, font,  
11 style, color, and prominence.

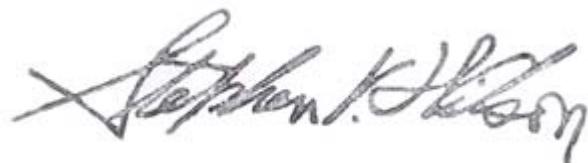
12       18. This Court shall retain jurisdiction to construe, enforce, and implement  
13 this Permanent Injunction.

14       19. Plaintiff may issue subpoenas, pursuant to Fed. R. Civ. P. Rules 26  
15 through 45, as appropriate to enable it to police and enforce compliance with this  
16 Permanent Injunction.

17       20. The prevailing party in any proceeding to enforce the terms of this  
18 Permanent Injunction shall be entitled to recover the attorneys' fees and costs  
19 incurred therewith.

20       **IT IS SO ORDERED.**

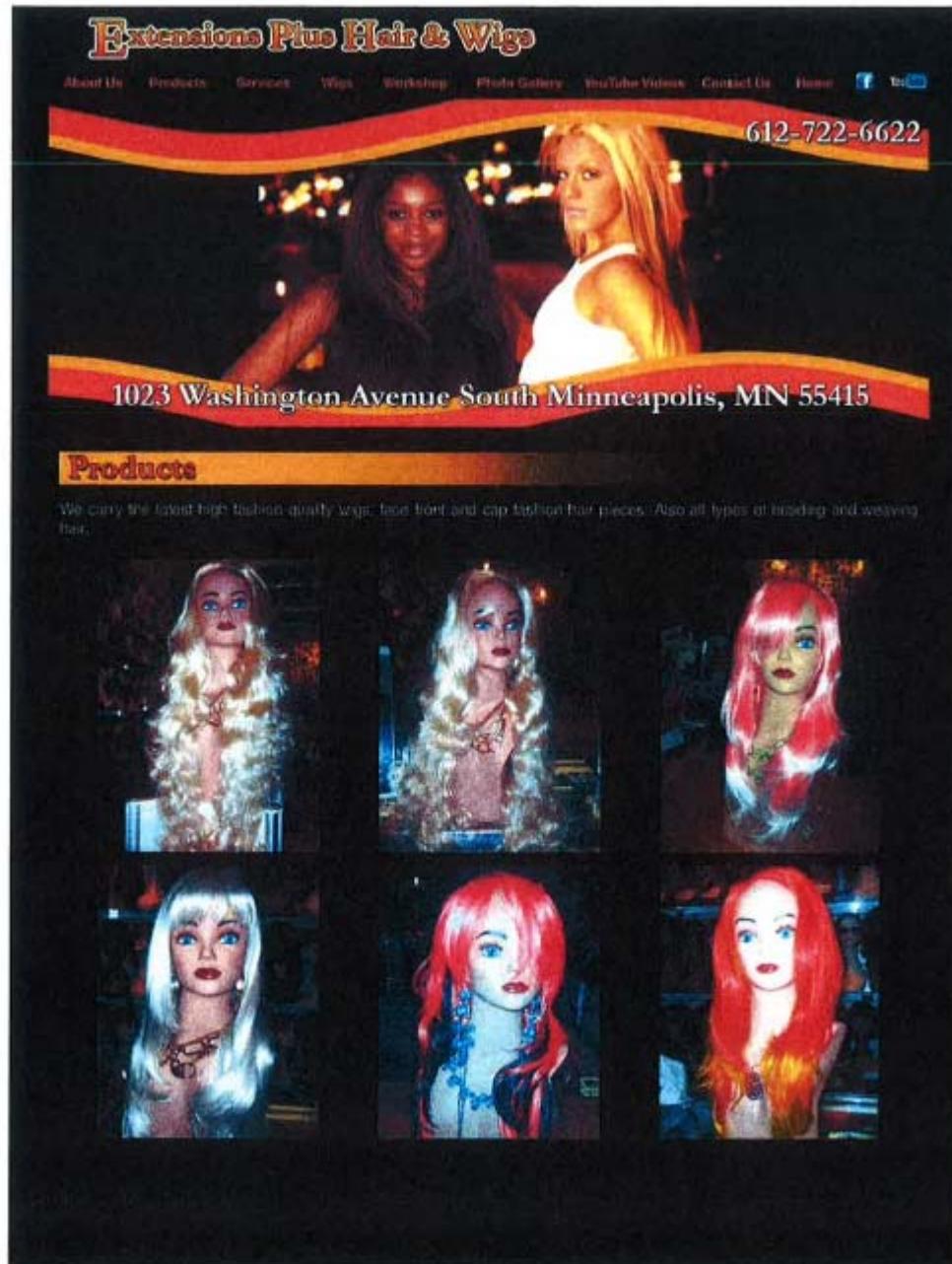
21       DATED: August 12, 2014



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24       The Honorable Stephen V. Wilson,  
25       United States District Judge  
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## **EXHIBIT 1**



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## **EXHIBIT 2**

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Media Spotlight



Extensions Plus in Los Angeles - the place to go if you're someone who constantly alters your look. If you don't live in the area, then go online to order yours at [extensions-plus.com](http://extensions-plus.com)!

- Essence Magazine  
October 2011, page 60







Valerie Davis has kept her hair short - wash and wear - she says - in recent years because it has started to thin. Adding thickness and length with a clip-on piece and extensions will have a gorgeous, vibrant effect. Valerie was also fitted with a wig from Extensions Plus for easier maintenance. Brow-grazing bangs make the final look modern yet classic - a great combination for staying competitive in any industry.

- Oprah Magazine  
September 2010, page 216





According to Helene Stahl, owner of Extensions Plus in Los Angeles, virgin hair is the best raw material to begin with as it has not been enhanced or any treatments such as chemical straightening, heat styling or hair coloring.

- Essence Magazine  
Fall 2010, page 44







Because any chick who reveals her weave brand - Extensions Plus is: pretty, but girl, you get what you pay for - and watched American Idol earn the automatic sister nod.

- Essence Magazine  
March 2009, page 144





I have to say within the last two years there's been a huge jump in the demand for hair, says Helene Stahl, owner of Extensions Plus, who's been watching trends come and go since Pamela Grier spoiled her blowout afro.

- Entertainment Weekly